

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**
Alexandria Division

In re:

GARY ALAN GOLMAN and
RHONDA LYNN GOLMAN,

Debtors.

Case No. 07-12496-RGM
(Chapter 7)

MEMORANDUM OPINION

THIS CASE is before the court on the reaffirmation agreement by and between Gary Alan Golman and Rhonda Lynn Golman and CitiMortgage to reaffirm an obligation to CitiMortgage in the amount of \$152,829.41 secured by the debtors' home. The reaffirmation agreement contains an interlineation on the repayment schedule. The interlineation states: "I request a forbearance to cover any amount current past due on my loan". The interlineation is initialed by the debtors but not by the creditor. The creditor filed a motion for relief from stay asserting an arrearage of \$9,458.24. A consent order granting relief from the stay was entered by the court. Mr. and Mrs. Golman and the chapter 7 trustee agreed to the relief from the stay. The trustee filed a no distribution report.

The proposed reaffirmation agreement cannot be approved because it does not appear that there has been a meeting of the minds of all of the parties. It appears from the record that there is a delinquency, but there is no provision in the reaffirmation agreement addressing the cure of that arrearage. The debtors simply ask for forbearance. In light of the consent relief from stay, it appears that the parties were unable come to a resolution on the forbearance issue. Without a meeting of the minds, there can be no reaffirmation agreement and the court will not approve the proposed reaffirmation agreement.

Alexandria, Virginia
February 20, 2008

/s/ Robert G. Mayer
Robert G. Mayer
United States Bankruptcy Judge

Copy mailed to:

Gary A. Golman
Rhonda L. Golman
10602 Vennard Place
Fairfax, Virginia 22032

Copy electronically to:

Gordon P. Peyton
Kevin M. O'Donnell

14023